

Bowie an equivalent in personal property. But to what amount was land to be furnished? Bowie says that he had proposed to Stoddert the purchase of the "Nottingham Farm," and that it met Stoddert's views as to the value of a farm proper for them, the married couple, not that Stoddert had agreed to purchase it and convey it to his daughter. But afterwards he complained that Stoddert had not conveyed it in compliance with his part of the contract. His, Bowie's, part of the contract with which he thinks he had in a great part complied, is not now an equivalent, but less than before the marriage, how much less we are not informed. Thomas F. Bowie is the only witness to these admissions, who speaks with certainty as to the amount of Robert W. Bowie's obligations. Robert W. Bowie tells him they were from six to ten thousand dollars, but says nothing of Stoddert's obligations. What certain contract can be inferred from admissions so varying and so imperfect as they are? Some were made before, and some after the marriage, and we have to look to both for the contract, but when we look to the testimony of Dr. Maccubbin as to the conversation between Bowie and Stoddert just after the marriage, we find that nothing was then settled. Bowie urged the purchase of the "Nottingham Farm," by Stoddert, and promised to give \$10,000 in personal property, if Stoddert would purchase that farm for his daughter. Stoddert afterwards purchased the "Nottingham Estate," but was careful not to convey it to his daughter. Bowie took away and sold part of the property that was put upon the "Nottingham Farm," and we do not hear of anything further passing between the parties on that subject.

On the whole, the evidence is conclusive to my mind, that Stoddert and Bowie were both desirous of providing for the newly married couple, intending to do so, and were in treaty as to the amounts to be respectively contributed, but never came to any definite and conclusive arrangement. That though he used the term contract, Robert W. Bowie's admission evidently referred to those propositions and negotiations in which the views and intentions of the parties were spoken of, and which he no doubt thought at that time ought to be carried out, and